

EX PARTE OR LATE FILED

BELLSOUTH

W. W. (Whit) Jordan
Director-Federal Regulatory

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November 9, 1993

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EX PARTE

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W. Room 222
Washington, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

RE: CC Docket Nos. 91-141 and 93-162

Dear Mr. Caton:

Today, Jim Hayes, Daonne Caldwell and the undersigned, all representing BellSouth, met with Greg Vogt, Amy Glatter and Gene Gold of the Common Carrier Bureau's Tariff Division to discuss issues raised in the above referenced proceedings. The attached material was used during the meeting.

Please call me if you have any questions.

Sincerely,



W.W. (Whit) Jordan
Director - Federal Regulatory

Attachment

cc: Greg Vogt
Amy Glatter
Gene Gold

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY
EX PARTE

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BELLSOUTH TELECOMMUNICATIONS, INC.

EXPANDED INTERCONNECTION

DOCKET NOS. 91-141 AND 93-162

TERMS AND CONDITIONS

- **Inspections:**
 - **Petitioners state that LEC inspections of Collocator arrangements must be limited in frequency and accompanied by reasonable notice**
 - **BellSouth has modified its tariff to state**
 - **Non-emergency inspections will be conducted at yearly intervals and two weeks notification will be provided to the collocator**
 - **BellSouth reserves the right to conduct an inspection when an addition and/or a reconfiguration is made and will coordinate the inspection in advance with the collocator**
- **Conditions for Terminating Service:**
 - **Petitioners objected to the 15 days to correct any non-compliant equipment or installation after receipt of written notice**
 - **BellSouth has modified its tariff language to state**
 - **that the Collocator will have 30 days to correct and non-compliant equipment or installation after receipt of written notice**
- **Relocation Provisions:**
 - **Petitioners stated that the LECs should provide a guarantee of continuous service in the event of a move**
 - **BellSouth has modified its tariff language to state**
 - **BellSouth will make reasonable efforts to minimize interruption and/or interference to a Collocator's service during a relocation**
 - **Six month's notice will be given to all collocators located within a central office that the Telephone Company intends to vacate**

TERMS AND CONDITIONS CONT'D

- **POT Bay:**
 - **Petitioners claim that Ameritech has now made the POT Bay a service option which a collocator can decline**
 - **The above statement is incorrect**
 - **Ameritech amended its tariff to permit Collocators to provide their own POT Bay or elect to have Ameritech provide the POT Bay**
 - **In either event, under the Ameritech tariff, a POT Bay is necessary**
 - **Petitioners state that the POT Bay does not serve any necessary function; has not been justified and unnecessarily increases connection charges**
 - **The POT Bay does serve a necessary function**
 - **The POT Bay allows use of mechanical systems which reduces costs**
 - **Manual intervention will increase costs**
 - **BellSouth is willing to allow the Collocator to provide the POT Bay as an option**

RATES AND CHARGES**- Security/Floor Space:**

- BellSouth initially contemplated that each Collocator would have a separate entrance to a building and access to the building would be via a card reader
- BellSouth has revisited placement of the card reader and determined that the card reader can be treated as a common access for all Collocators within a common area
- BellSouth has revised the costs to include an allocated portion of a card reader per module and the results reduced total costs

Space Construction Charge - per 100 sq. ft. Module

<u>Initial Cost</u>		<u>Revised Cost</u>	
<u>Direct</u>	<u>Loaded</u>	<u>Direct</u>	<u>Loaded</u>
\$51,652.87	Not Applicable	\$36,786.20	Not Applicable

Interconnection Floor Space - per 100 sq. ft. Module

<u>Initial Cost</u>		<u>Revised Cost</u>	
<u>Direct</u>	<u>Loaded</u>	<u>Direct</u>	<u>Loaded</u>
\$541.88	\$930.72	\$496.68	\$825.68

- Reasonable Charge for Module:

- Present Value is included in Non-Recurring Charges
 - Depreciation
 - Cost of Money
 - Income Tax
- Item grossed up
 - Income Tax

RATES AND CHARGES CONT'D

- If a Collocator vacates an EIS space, the Collocator will be credited with the remaining unamortized amount of the Space Construction Charge upon subsequent occupancy of the same space by another Collocator
- The subsequent Collocator will be responsible for payment of the remaining unamortized amount of the Space Construction Charge
- The loadings are well in line with other high-capacity services, in fact, below, as our Direct Case showed

HIGH CAPACITY

2.41

COLLOCATION**EIS VEIS**

1.48 1.38

- Application Fee/Space Preparation Charge:
 - A voluntary adjustment was made
 - Initial filing included both pre-sale and post sale marketing expenses in the Application Fee
 - Marketing expenses have been re-allocated between the Application Fee and Space Preparation Charge for EIS and Application Fee and Equipment Installation Charges for VEIS

INITIAL NRCs**RE-ALLOCATED NRCs****Physical**

Application Fee
Space Prep Charge

\$4,490
1,350

\$3,460
2,390

Virtual

Application Fee
Equipment Inst. Charge

\$4,170
ICB

\$3,130
ICB